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11-02

AGREEMENT

Ewing Township Bd. of Edue. <sup>between</sup>  
BOARD OF EDUCATION, TOWNSHIP OF EWING

and

ADMINISTRATIVE SECRETARIES

X July 1, 1980 through June 30, 1981

ARTICLE I  
RECOGNITION

A. Pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey, the Ewing Township Board of Education hereby recognizes Administrative Secretaries for the purpose of collective negotiations concerning terms and conditions of employment under this Agreement with the Board.

B. Unless otherwise specified in this Agreement, the personnel so named in the unit described above, shall herein be referred to as employees.

ARTICLE II  
NEGOTIATION PROCEDURE

A. The parties agree to commence negotiations for a successor Agreement in accordance with the provisions of Chapter 123, Public Laws of 1974.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

C. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals and make counterproposals during the course of negotiations. The employees and the Board understand that any agreement reached is tentative until ratified by a majority of the Board and by a majority of the employees.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement as set forth in Article XVII neither party shall be required to negotiate with respect to any matter whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

E. In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said Agreement shall be reduced to writing, signed by the parties hereto and ratified by the Board and by the employees. The terms hereof shall not be otherwise modified.

F. The Board agrees that during the term hereof, it will not negotiate concerning the employees represented in the bargaining unit defined in Article I with any other organization other than the employees themselves.

ARTICLE III  
GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The employee, with or without a representative, shall take up the grievance or dispute with the immediate supervisor within ten (10) days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee (or employee's representative) within three (3) working days.

Grievance Procedure contd.

Step 2. If the grievance has not been settled, it shall be presented in writing by the employee (or employee's representative) to the Superintendent of Schools within three (3) working days after the supervisor's response is due. The Superintendent shall respond to the employee (or employee's representative) in writing within three (3) working days.

Step 3. If the grievance still remains unadjusted, it shall be presented by the employee (or employee's representative) to the Board of Education in writing within three (3) days after the response of the Superintendent of Schools is due. The Board of Education shall respond in writing to the employee (or the employee's representative) within two (2) calendar weeks. The decision of the Board of Education shall be final and binding.

ARTICLE IV  
EMPLOYEE RIGHTS

A. Whenever any employee is required to appear before the Superintendent, the Board, or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment, or the salary of any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative present to advise him and represent him during such meeting or interview.

B. Pursuant to Chapter 123 of the Public Laws of 1974, the Board and the employees hereby agree that every employee within the defined bargaining unit shall have the right to freely organize, join and support or refrain from joining or supporting the group for the purpose of engaging in collective negotiations with the Board, and the Board will not directly or indirectly discourage, deprive or coerce any employee with respect to the exercise of such rights. The Board further agrees that it will not discriminate against any employee by reason of membership in the group, participation of the lawful activities of the group, or the processing of any grievance hereunder.

ARTICLE V  
WORK SCHEDULE

A. The work schedule for all full time employees is as follows:

September 1 through school closing - eight (8) hour day  
(includes one (1) hour off for lunch)  
Day after schools close through August 31 - seven (7) hour day  
(includes three quarter (3/4) hour off for lunch)

This daily schedule to be in effect whenever school is not in session.

B. Employees located in the Administration Building will be scheduled in such a way so that the building will be covered until 4:00 P.M. when schools are not in session.

C. If employees in the unit are requested to work in unsafe or unhealthy conditions, these employees shall have the right to grieve.

D. Employees are to work when schools are closed for emergencies.

ARTICLE VI  
LEAVES OF ABSENCE

A. One day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.

B. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides for up to three days leave at full pay during any one year (no unused days shall be accumulated) for any of the following reasons:

- I. Illness in the immediate family. Immediate family shall be considered: father, mother, sister, brother, spouse, child or any member of the immediate household.
- II. Death of a relative or close friend.
- III. Recognition of religious holiday. If personal leave days are exhausted because of observance of religious holidays, the employee may apply for additional personal leave due to an emergency.
- IV. Marriage of the employee or marriage in the family. Family shall be considered: father, mother, sister, brother, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
- V. Court subpoena.
- VI. Personal, legal business, or family matters which cannot be handled outside of scheduled work hours.
- VII. Any other emergency or urgent reason not included in I to VI above, if approved by the Superintendent of Schools.

C. All requests for personal leave shall be submitted in writing, on the proper form (in advance when possible) recommended by the supervisor, and approved by the Superintendent. Requests for such leave on the day preceding or immediately following a vacation period will be honored only in unusual cases. Only in an emergency may a request be made verbally. However, in such cases a written request must be filed within one (1) week.

D. Three (3) additional days leave may be granted for death in the immediate family (immediate family is considered the same as I above plus in-laws).

E. After fifteen (15) years of continuous service in the district upon retirement, payment for unused sick leave shall be at one half ( $\frac{1}{2}$ ) the average hourly rate of pay for the last twelve (12) months of employment up to a maximum of \$1,000.

ARTICLE VII  
HOLIDAYS

A. The Employer shall list a minimum of twelve (12) holidays annually.

B. The listed holidays appear as attached.

C. There will be an additional six (6) days granted: (a) two (2) days to attend the N.J.E.A. convention (b) two days Christmas recess and (c) two (2) days Easter recess.

**ARTICLE VIII**  
**VACATIONS**

A. Only full time twelve (12) month employees shall be granted paid vacations on the following basis:

One (1) day per month starting with the third (3) month for a maximum of ten days.  
One (1) year of service through five (5) years of service - ten (10) days.  
Six (6) years of service through ten (10) years of service - fifteen (15) days.  
Over ten (10) years of service - twenty (20) days.

B. Vacations may be taken anytime during the year with the approval of the immediate supervisor.

C. An employee must have started to work prior to the sixteenth (16) of the month in order to receive credit for the entire month.

D. All employees who have heretofore or hereafter become twelve month employees after serving the district as ten month employees shall be given credit for the purpose of computing their vacation entitlement for all years in the district whether it is ten or twelve month employees.

**ARTICLE IX**  
**TERMINATION OF EMPLOYMENT**

A. The contract of a non-tenure employee may be terminated by either the Board or by the employee upon prior written notification of at least two weeks. Such termination carried out by the Board need not be for cause nor is it required that a statement of reasons be given or a hearing afforded. However, the parties acknowledge that they are in agreement that it is to their mutual benefit that terminated employees shall be made aware of the reasons for termination and be given an opportunity to be heard. To that end, the Board shall attempt (at its discretion) to furnish a statement of reasons for termination and grant an opportunity to be heard to a terminated employee who has not achieved tenure.

**ARTICLE X**  
**SALARIES**

A. The pay schedule for all employees covered by this Agreement shall be as set forth in Appendix "A" attached.

B. One and one half ( $1\frac{1}{2}$ ) times the employees' hourly rate will be paid for work performed over forty (40) hours per week. Double time shall be paid for:  
(a) all work performed on Sundays (b) all work performed on holidays as listed annually by the Employer.

B.1 Employees who work overtime for the district shall be permitted to receive compensatory time for such overtime in lieu of monetary renumeration if so desired by the employee.

ARTICLE X  
SALARIES contd.

C. For the purpose of overtime: (a) a sick day will count toward the forty (40) hours (b) a personal day will not count toward the forty (40) hours.

D. A new employee must be employed prior to January 1 in order to qualify for the next higher pay level on the salary guide for the following year.

E. Office personnel shall be paid every two (2) weeks.

ARTICLE XI  
INSURANCE

A. The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program.

B. For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan or in cases where appropriate, an amount equal to the full premium for the single plan plus:

1. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement, effective July 1, 1979 and ending June 30, 1980.

C. In addition the Board shall offer a \$1.00 co-pay Prescription Drug Plan with a company selected by the Board.

D. In no case will a person be covered under more than one plan. For each employee who terminates his employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.

E. It is understood that any changes in insurance coverage affecting all staff members would automatically be included in this Agreement.

ARTICLE XII  
PROMOTIONS

A. Notice of a vacancy in the system in positions included in this Agreement will be given by the Assistant Superintendent to the employees. Such notice will set forth pertinent information about the position, if deemed necessary by the Assistant Superintendent, and will indicate the closing date for receiving applications from employees within the school system.

B. The Assistant Superintendent shall consider all applications.

C. The Board reserves the right to appoint or retain whom it will to any position.

D. Upon promotion the employee will move to the new category with an increase in salary at a level which is just above what the employee is currently receiving plus one step, with the understanding that if the promotion is made prior to January 1, the employee then would qualify to move to the next higher pay level on the salary guide for the coming year and if the promotion is made after December 31, that the employee would remain at the same pay level on the salary guide for the coming year.

ARTICLE XIII  
VOLUNTARY TRANSFERS

A. Employees who desire transfer or reassignment for the next school year may file a written statement of such desire with the Assistant Superintendent. Such statement shall specify the position in which the employee is interested and shall constitute a commitment that he will accept the position if it is offered to him.

B. No later than April 30th of each school year, the Assistant Superintendent shall cause to be posted in each school building a list of the known vacancies for the following school year. Any employee who wishes to apply for a specific position on this list may do so.

C. The Assistant Superintendent shall consider all requests for transfer or reassignment from members of the staff as well as applications from others outside the school program.

D. The Board reserves the right to appoint or retain whom it will to any position.

ARTICLE XIV  
INVOLUNTARY TRANSFERS

A. Involuntary transfers and reassignments shall be subject to the provisions of the grievance procedure; however, the decision of the Board shall be final and binding.

ARTICLE XV  
REDUCTION OF STAFF

A. In the event of reduction of staff, seniority shall prevail.

ARTICLE XVI  
ADMINISTRATION OF CONTRACT

A. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.

B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.

ARTICLE XVII  
TERM AND DURATION

A. This Agreement shall be in effect as of July 1, 1980, subject to the rights of the parties to negotiate a successor agreement as provided in Article II.

B. This Agreement shall not be extended orally or in writing, and it is explicitly understood that it shall expire and terminate absolutely on June 30, 1981.

APPENDIX "A"

SALARY GUIDE

12 MONTH EMPLOYEES

| <u>Pay Level</u> | <u>*Administrative<br/>Secretary</u> |
|------------------|--------------------------------------|
| 1                | 13,100                               |
| 2                | 13,300                               |
| 3                | 13,700                               |
| 4                | 14,300                               |
| 5                | 15,100                               |
| 6                | 16,100                               |

A. The employees filling the positions of (\*) Senior Administrative Secretaries will receive an additional \$500 above the stated amount on this guide (range being \$13,600 - \$16,600) - Secretary to the Superintendent and Secretary to the Business Administrator/Board Secretary.

B. Employee filling position of (\*) Senior Administrative Secretary to the Business Administrator/Board Secretary will receive an additional \$1200 above the stated amount on this guide for required attendance at all public Board meetings for the purpose of taking official minutes of the meetings.

C. Employee filling position of Secretary to the Superintendent will receive an additional \$300 above the stated amount on this guide.

D. The Employer shall be responsible to determine the placement of all new employees on the salary guide.

E. A new employee shall be appointed for a three (3) month probationary period.

F. Each employee will receive with his notification of reemployment a copy of this Agreement, also his classification and salary for the forthcoming year.

HOLIDAYS

ADMINISTRATIVE SECRETARIES - 1980-1981

|             |                                    |
|-------------|------------------------------------|
| July 4      | Independence Day                   |
| September 1 | Labor Day                          |
| November 11 | Veterans' Day                      |
| November 13 | N.J.E.A. Convention (A)            |
| November 14 | N.J.E.A. Convention (A)            |
| November 27 | Thanksgiving Recess                |
| November 28 | Thanksgiving Recess                |
| December 25 | Christmas Day                      |
| January 1   | New Year's Day                     |
| January 15  | Martin Luther King, Jr.'s Birthday |
| February 16 | Lincoln's Birthday                 |
| February 20 | Washington's Birthday              |
| April 17    | Good Friday                        |
| May 25      | Memorial Day                       |

(A) - EXTRA DAY OFF

IN WITNESS WHEREOF, the parties have hereto set their hands this

25th day of August, 1980

FOR THE ADMINISTRATIVE SECRETARIES

I. Evelyn Disbrow  
I. Evelyn Disbrow

FOR THE EMPLOYER

Kathleen L. Snyder  
Kathleen L. Snyder, President  
Board of Education  
Ewing Township, New Jersey

Lois Dennis  
Lois Dennis

J. Bruce Morgan  
J. Bruce Morgan, Business Administrator/  
Board Secretary  
Board of Education  
Ewing Township, New Jersey